



REQUEST FOR QUALIFICATIONS

Best Value Procurement Option One

For the Project Titled:

**Joint Force Headquarters Re-roof and
Facility Update
Nashville, Davidson County, Tennessee
SBC Project No.: 361/067-01-2017**

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Release Date: 4/19/18

1. INTRODUCTION

1.1. State of Procurement Purpose

The State of Tennessee Real Estate Asset Management ("STREAM"), an agency of the State of Tennessee, hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define the State's minimum service requirements, solicit responses, detail response requirements, and, outline the State's process for evaluating responses and selecting a contractor using the Best Value Procurement Option One ("BV1").

Through this RFQ, the State seeks to contract for the requested services and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as contractors and subcontractors.

A site visit will not be held as a part of the qualifications process. A formal site visit, if any, will be conducted as a part of the bidding process at a later date.

1.2. Project Description

License Classifications must cover 60% of the scope of work of the Project.

Project will demolish and remove the existing 14,600 SF failed ballasted EPDM and modified bitumen roof systems on the existing structure. It will include removal of insulation and the repair of any substandard decking/underlayment and curb replacement. The project will provide a complete new single ply membrane roof system with a minimum 20-year watertight roof warranty. New roof installation will include new insulation, trim, flashing and other appurtenances, gutters and downspouts, and ventilation equipment for a complete system. All windows will be replaced with energy efficient units as part of the project. Minor site civil work is required to address water drainage/storm water management issues. Re-grading of some areas will be required to alleviate water ponding adjacent to the building. Interior repairs will be made to concrete masonry unit walls as needed where extensive cracking of the blocks have occurred. Selective repairs will also be needed for the exterior brick veneer of the building where cracking and heavy staining are evident and where numerous bricks have spalled. Expansion joints were not included in the original construction of the building and may need to be installed to prevent further damage to CMU block and the brick veneer. Repairs to damaged interior finishes including floor, wall, ceiling and door finishes, carpet, ceiling tiles, painting, and door hardware will be required as needed.

1.3. Current Project Status

The Designer for the Project has been given the Notice-To-Proceed to 95% Construction Documents Phase on March 5, 2018. The Designer (see contact information below) may be contacted for partial construction document information.

Johnson + Associates Architects, Inc.

ATTN: Wayne Johnson
907 Rivergate Parkway, Suite 5A
Goodlettsville, Tennessee 37072
Ph.: 615-756-4639
Email: wjohnson@jaarchitects.com

1.4. Project Location

Nashville, Davidson County, Tennessee

1.5. Project Expectations, and Objectives

Deliver a watertight roof and building envelop quality installation that will have a minimum 20 year warranty/life expectancy, working within a secure facility.

1.6. Project Construction Budget

Preliminary Estimated Construction Cost for this Project is \$441,152.81

1.7. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, (subject to *Tennessee Code Annotated*, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Respondent pursuant to this solicitation shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.8. RFQ Communications

- 1.8.1. The State has assigned the following RFQ identification number that shall be referenced in all communications regarding this RFQ:

SBC PROJECT No.: 361/067-01-2017

- 1.8.2. **Unauthorized contact about this RFQ with employees or officials of the State of Tennessee, except as detailed below, may result in disqualification from consideration under this procurement process.**

- 1.8.2.1. Any entity or individual responding or intending to respond to this RFQ ("Respondent") shall direct communications concerning this RFQ to the following person designated as the Solicitation Coordinator:

Nickie Smith, Solicitation Coordinator
Department of General Services
Central Procurement Office, 3rd Floor
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: (615) 532-7475
Email: Nickie.smith@tn.gov

- 1.8.2.2. Notwithstanding the foregoing, prospective Respondents may alternatively contact:

- a. Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFQ (visit www.tn.gov/businessopp/ for contact information); and
- b. Daphne.hall@tn.gov is the individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.

- 1.8.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFQ. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.8.4. Potential Respondents shall ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.
- 1.8.5. Respondents shall assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.8.6. The State will convey all official responses and communications related to this RFQ to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.12).

1.8.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFQ. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/real-estate-/contractors/requests-for-qualification--rfqs-.html>

1.8.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFQ. The State's official, written responses will constitute an amendment of this RFQ.

1.8.9. Any data or factual information provided by the State (in this RFQ, an RFQ amendment, or any other communication relating to this RFQ) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.9. Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participation in the RFQ process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFQ Section 2, Schedule of Events.

1.10. Respondent Required Review & Waiver of Objections

1.10.1. Each prospective Respondent shall carefully review this RFQ, including but not limited to, attachments, amendments, questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "Questions and Comments")

1.10.2. Any prospective Respondent having Questions and Comments concerning this RFQ shall provide them in writing to the State no later than the written Questions & Comments Deadline detailed in the RFQ Section 2, Schedule of Events.

1.10.3. Protests based on any objection to the RFQ shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.11. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Section 2, Schedule of Events. Pre-Submittal Conference attendance is not mandatory and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Hugh G. Mott Building
3041 Sidco Drive
Nashville, TN. 37204
Conference Room 304

The purpose of the conference is to discuss the RFQ scope of services. The State will entertain questions, however, potential Respondents shall understand that the State's response to any question at the Pre-Submittal Conference shall be tentative and non-binding. Potential Respondents should submit questions concerning the RFQ in writing and shall submit them prior to the Written Comments Deadline date detailed in the RFQ Section 2, Schedule of Events. The State will send the official response to questions to potential Respondents as indicated in Section 1.12 and on the date detailed in the RFQ Section 2, Schedule of Events

Attendees should allow sufficient time to locate vehicle parking, and to obtain a visitor's badge at the security station. Each visitor shall present proper photo identification, such as a valid driver's license.

1.12. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ Section 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and,
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for making a proposal; however, it is necessary to ensure receipt of any RFQ amendments or other notices and communications relating to this RFQ.

1.13. Response Deadline

A Respondent shall ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFQ Section 2, Schedule of Events. A response shall respond, as required, to this RFQ (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the Response Deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFQ SCHEDULE OF EVENTS

2.1. The following RFQ Schedule of Events represents the State's best estimate for this RFQ.

EVENT	TIME (central time zone)	DATE (all dates are State business days)
1. RFQ Issued		4/19/18
2. Disability Accommodation Request Deadline		4/20/18
3. Pre-Response Conference	1 PM	5/1/18
4. Notice of Intent to Respond Deadline		5/2/18
5. Written "Questions & Comments" Deadline	2 PM	5/7/18
6. State Response to Written "Questions & Comments"		5/10/18
7. Response Deadline	2 PM	5/24/18
8. State Completion of Technical Submittal Evaluations		5/29/18
9. State Issues Evaluation Notice		6/1/18
10. End of 7-Day Wait Period for Consideration of Protest.		6/8/18
11. Anticipated Bid Date		7/13/18
12. Anticipated Contract Start		8/27/18

2.2. **The State reserves the right, at its sole discretion, to adjust the RFQ Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFQ amendment, and the State will communicate such to potential Respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.12).

3. RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

3.1.1. **Phase I**

Mandatory Requirements: RFQ Attachment 6.2, Section A, details the mandatory technical, functional, and experience requirements that shall be demonstrated in the response to this RFQ in order to be moved on to Phase II of the Technical Response evaluation. A Respondent shall duplicate and use RFQ Attachment 6.2, Section A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section A. RFQ Attachment 6.2, Section A, is the State's sole means to evaluate as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. **Phase II**

General Qualifications & Experience: RFQ Attachment 6.2 Section B is included in the State's evaluation of Phase II of the Technical Response Evaluation, and it details general information and qualifications that shall be demonstrated in the response to this RFQ. A Respondent shall duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should insert the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section B. The response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, shall be written in English and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All response pages shall be numbered. All information shall be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

Technical Qualifications, Experience & Approach: RFQ Attachment 6.2, Section C is also included in the State's evaluation of Phase II of the Technical Response Evaluation and it details technical qualifications, experience, and approach items that shall be demonstrated in the response to this RFQ. A Respondent shall duplicate and use RFQ Attachment 6.2, Section C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of their response in the indicated first column of the RFQ Attachment 6.2, Section C. A response, as well as any reference material presented, shall be written in English and shall be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All response pages shall be numbered. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.2. Non-Responsive:

The State may determine a response to be non-responsive and reject it if

- a. The Respondent fails to organize and properly reference the Proposal as required by the RFQ and RFQ Attachment 6.2, or;
- b. The Respondent's document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in RFQ Attachment 6.2.

3.3. Response Delivery

A Respondent shall ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ Section 2, Schedule of Events. All responses shall be delivered to:

Nickie Smith, RFQ Coordinator
Department of General Services
William R. Snodgrass Tennessee Tower, 3rd Floor (Central Procurement Office)
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone: (615) 532-7475

3.4. Response Format

3.4.1. A Respondent shall ensure that the original response meets all form and content requirements detailed within this RFQ.

3.4.2. A Respondent shall submit response discs as specified below:

3.4.2.1. One (1) paper original copy of the Technical Response labeled:

"RFQ SBC 361/067-01-2017 RESPONSE ORIGINAL"

AND

One (1) digital copy of the Technical Response document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFQ SBC 361/067-01-2017 RESPONSE ORIGINAL"

3.4.3. A Respondent shall separate, seal, package, and label the documents and copies for delivery as follows.

3.4.3.1. The Response original paper and digital documents must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN... RFQ SBC 361/067-01-2017 TECHNICAL RESPONSE FROM [INSERT RESPONDENT LEGAL ENTITY NAME]"

3.4.3.2. The Response Package Cover Attachment (RFQ Attachment 6.3.a.) must be completely filled in with all pertinent information and affixed to the outermost container of the Technical Response.

3.5. Response & Respondent Prohibitions: A response to this RFQ should not:

3.5.1. A Respondent shall not include the Respondent's own contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counter offer and reject it.

- 3.5.2. A Respondent shall not restrict the rights of the State or otherwise qualify offer to deliver services as required by this RFQ. The State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.5.3. A Respondent shall not propose alternate services (*i.e.*, offer services different from those requested and required by this RFQ). The State may consider a proposal of alternate services to be non-responsive and reject it
- 3.5.4. A Respondent shall not provide, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State may deem the Respondent's proposal non-responsive and reject it.
- 3.5.5. A Respondent shall not submit more than one Proposal in response to this RFQ. If a Respondent submits more than one Proposal, the State may deem all of the proposals non-responsive and reject them.
- 3.5.6. A Respondent shall not submit a Proposal as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own Proposals. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.5.7. A Respondent shall not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFQ;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFQ or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Respondents).

For the purposes of applying the requirements of this RFQ subsection 3.5.7., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.6. Conflict of Interest

3.6.1. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101

3.6.2. This RFQ is also subject to State Building Commission Policy and Procedure 12.02, and the duties and obligations of the State are subject to Policy 12.02.

3.7. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.8. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ Section 2, Schedule of Events.

3.9. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFQ Amendment

The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFQ Section 1.12). A response shall respond, as required, to the final RFQ (including its attachments) as may be amended.

4.2. RFQ Cancellation

The State reserves the right, at its sole discretion, to cancel the RFQ or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance, and the State may hold any Respondent to strict compliance with this RFQ.

4.4. Assignment & Subcontracting

- 4.4.1. The Respondent may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment 6.2., Section B, General Qualifications & Experience Item B.12).
- 4.4.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor who is awarded a contract pursuant to this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the State's Designers' Manual (Conditions of the Contract), before entering into a contract. Any insurance required by the State shall be in form and substance acceptable to the State.

In order to qualify for this RFQ, the Respondent must provide a Certificate of Insurance (ACORD) stating the Respondent's capability to provide insurance for this Project in accordance with the Preliminary Estimated Construction Cost for this Project as specified in Section 1.6. Listed below is a summary of the minimum liability insurance coverages required of the Respondent. The Certificate shall also identify the Producer, the Carrier(s), the Insured, policy numbers, effective date and expiration date, job identification, and Certificate Holder.

General Liability (Commercial General Liability) – BI & PD Combined:
General Aggregate: \$2,000,000
Each Occurrence: \$1,000,000

Automobile Liability – BI & PD Combined:
Combined Single Limit: \$500,000

Workers Compensation and Employers' Liability:
Each Accident: \$100,000
Disease-Policy Limit: \$500,000
Disease-Each Employee: \$100,000

Builder's Risk to confirm coverage for the estimated amount of the Project (Refer to RFQ Section 1.6.).

4.6. Professional Licensure and Department of Revenue Registration

- 4.6.1. Respondents shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq). A contract will not be awarded to a Respondent whose proposal is in conflict with the State of Tennessee licensing law.
- 4.6.2. A Respondent shall be a licensed Contractor in the State of Tennessee. Appropriate Tennessee Contractor License(s) are required, and demonstration of current licensure in the State of Tennessee is a mandatory part of the proposal submission. The Contractor shall maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.
- 4.6.3. Before the response to this RFQ is submitted, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable), shall hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.4. Respondent shall complete the Response Package Cover Sheet, RFQ Attachment 6.3.a., which is to be affixed to the outermost container of the response package. The dollar limit

on the license shall be sufficient to support the preliminary estimated construction cost for this Project (Refer to RFQ Section 1.6).

- 4.6.5. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Respondent is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.7. Disclosure of Response Contents

- 4.7.1. All materials submitted to the State in response to this RFQ shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.7.2. The State will hold all responses in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after the responses are opened.
- 4.7.3. Upon completion of response evaluations, indicated by public release of Evaluation Notice, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.8. Contract Approval and Contract Payments

- 4.8.1. The State shall not be liable for payment of any type associated with the Contract and shall not be responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
- 4.8.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract.
- 4.8.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such Contract provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.9. Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFQ terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4.10. Joint Ventures

Firms submitting Qualification Statements as a Joint Venture shall file a statement of partnership authority with the Tennessee Secretary of State's office containing the information required by Tenn. Code Ann. Section 61-1-303(a)(1).

If a Respondent intends to submit a Proposal as a joint venture, then the following requirements shall apply:

- a.** For the purposes of this RFQ, the State recognizes a joint venture as separate organizations or business entities that intend to combine professional or technical expertise and business experience, and to share contractual and project responsibilities in performance of a contract pursuant to this RFQ;
- b.** The joint venture shall be registered to do business in the State of Tennessee or each joint venture participant shall be registered to do business in Tennessee
- c.** The joint venture shall meet the licensure requirements stated in Section 4.6 of this RFQ or each joint venture participant shall meet the licensure requirements stated in Section 4.10 of this RFQ
- d.** The joint venture shall have a monetary limitation on the license sufficient to support the preliminary estimated construction cost for this project or one of the joint venture participants shall have a monetary limitation sufficient to support the preliminary estimated construction cost for this project. Joint venture participants' monetary limits may not be combined to support the preliminary estimated construction cost for the project.
- e.** The joint venture shall meet the insurance requirements state in the RFQ or each joint venture participant shall meet the insurance requirements stated in this RFQ. A certificate of insurance must be submitted to provide proof of compliance with the insurance requirements.
- f.** Each joint venture participant shall individually provide all documentation required for a review of financial responsibility and stability. A sub-contractor to a Respondent is not a joint venture participant.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

- 5.1.1. The evaluation process is designed to determine those responses having the highest total scores. The RFQ Coordinator will use RFQ Attachment 6.2., Qualifications & Evaluation Guide, to manage the evaluation and maintain evaluation records.

The RFQ Coordinator will review each response to determine compliance with RFQ requirements (refer to RFQ Attachment 6.2.). If the RFQ Coordinator determines that the response may have failed to meet one or more of the RFQ requirements, the Evaluation Team (made up of three or more State of Tennessee employees) will review the responses and record its determination of whether: 1) the Response meets mandatory requirements; 2) the State will request clarifications or corrections; or, 3) the State will determine the Response as non-responsive to the RFQ and reject it.

The State will consider qualifications, experience and approach, in the evaluation of proposal. The maximum points that may be awarded for each of these categories are detailed below.

Each category is weighted as follows and one hundred points is the maximum total number of points which may be awarded:

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Business Requirements Refer to RFQ Attachment 6.2., Section A	Pass/Fail
Qualifications & Experience Refer to RFQ Attachment 6.2., Section B	60
Project Approach Refer to RFQ Attachment 6.2., Sections C	40

- 5.1.2. This competitive BV1 selection process is separated into two parts: a response (containing Qualifications, Experience, and Project Approach), and a bid.

Part One: Response must attain a combined normalized minimum score of **seventy (70)** for a Contractor to be offered opportunity to bid.

Part Two: Bids will be submitted through a separate process (refer to RFQ § 2.1. for anticipated bid date) and will only be considered for those Contractors invited to submit bids.

- 5.1.3. Contractors invited to submit bids may be limited to the three (3) highest scoring responses in Part One, who's Qualifications have attained the normalized minimum combined score of **seventy (70)** points.
- 5.1.4. Contractors shall address the bidding requirements provided in the project documents, and the State of Tennessee's bidding procedures.

- 5.1.5. The Contractor submitting the lowest bid during Part Two will be considered the apparently low bidder for contract award, pending review by the State.
- 5.1.6. The State reserves the right, at its sole discretion, to request clarification of response documents or to conduct clarification discussions with any or all Contractors responding to the RFQ. Any such clarification or discussion may be limited to specific sections of the responses identified by the State. The subject Contractor shall submit any resulting clarification in writing as may be required by the State.
- 5.1.7. The State reserves the right to receive an oral presentation from, or conduct interviews with, Contractors responding to the RFQ. Oral presentations and the number of firms interviewed are at the sole discretion of the State. Presentations or interviews will be scheduled by the State and included as a component of response documents.
- 5.1.8. The evaluation of responses concludes with determination of the responses having the highest total scores.
- 5.1.9. The State will issue an Evaluation Notice to identify the apparently high scoring responses on the date detailed in the RFQ Schedule of Events. The Evaluation Notice shall not create rights, interests, or claims of entitlements with any RFQ participant.
- 5.1.10. RFQ files will be available for public inspection as detailed in the RFQ Schedule of Events. The files remain open for public review from that date. Bid result information will be available upon opening of bids (Bid Date), as detailed in the RFQ Schedule of Events.

5.2. Protest Process

Any protests or appeals of protests pursuant to this RFQ or the Evaluation Notice shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

SBC Project No. 361/067-01-2017**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent shall sign and complete the Proposal Statement of Certifications and Assurances below as required, and it shall be included in the Technical Proposal (as required by RFQ Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.2.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) the policies and procedures of the State Building Commission and the Office of the State Architect;
 - (c) Title VI of the federal Civil Rights Act of 1964;
 - (d) Title IX of the federal Education Amendments Act of 1972;
 - (e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111 "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this RFQ and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

RESPONDENT LEGAL ENTITY NAME:

QUALIFICATIONS & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below.

The RFQ Coordinator will review the proposal to determine if the General Business Requirement Items are addressed as required and mark each with Yes (Y) or No (N). For each item that is not addressed as required, the Proposal Evaluation Team shall review the proposal and attach a written determination. In addition to the General Business Requirement Items, the RFQ Coordinator will review each proposal for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only Responsive Y/N
		The response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ Section 2, Schedule of Events.	
		The response shall not contain cost or pricing information of any type.	
		The response shall not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent shall not submit alternate responses.	
		A Respondent shall not submit multiple responses in different forms (e.g. as a prime and a subcontractor).	
		Responsive to document layout details. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly.	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	<u>Statement of Certifications and Assurances:</u> Provide the Statement of Certifications and Assurances (RFQ Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.3.	<u>Response Package Cover Sheet:</u> The outermost container displays licensing information (Refer to RFQ Attachment 6.3.a.).	
	A.4.	<u>Insurance:</u> Provide a Certificate of Insurance (ACORD) stating the Respondent's capability to provide insurance for this Project in accordance with the Preliminary Estimated Construction Cost for this Project as specified in Section 1.6. Refer to RFQ Section 4.5.	

RESPONDENT LEGAL ENTITY NAME:			
Proposal Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirements	State Use Only
			Responsive Y/N
	A.5.	<p><u>Builder's Risk:</u> Provide an ACORD document from insurance agent to confirm coverage for the estimated amount of this Project (Refer to Section. 1.6.). The policy shall be "All-Risk" Builder's Risk.</p> <p><u>OR</u></p> <p>Provide a letter from insurance agent to confirm coverage in the amount of this Project which will be provided if contract is awarded to Respondent.</p> <p>An Installation Floater Policy is not acceptable for the Builder's Risk Policy.</p>	
	A.6.	<p><u>Bonding:</u> Provide a letter from an insurance/surety. The surety for any and all bonds must have a rating of "A" or better with the U.S. Treasury Department Agency.</p> <p>The letter from the surety company must include the Respondent's capability to provide bonding for this Project in accordance with Preliminary Estimated Construction Cost for this Project as specified in Section 1.6. The letter must include the Respondent's individual project and overall bonding capabilities and specify the Respondent's monetary bonding capacity.</p>	
	A.7.	Please state if you are responding as a Joint Venture. If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State's office in compliance with Tenn. Code Ann. § 61-1-30.	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

End of Section A

QUALIFICATIONS & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.
	B.2.	<p>For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:</p> <p>1.) Quick Ratio and 2.) Debt/Worth.</p> <p>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.</p>
	B.3.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.4.	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFQ or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.5.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		(federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.6.	<p>Conflict of Interest: Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFQ, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement on the Respondent's experience at providing services (e.g., prior experience, training, certifications, staffing resources, program and quality management systems, available software, etc.). Statements should be able to demonstrate experience with all of the task types outlined in RFQ Section 1.
	B.9.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) Business Strategy: Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) Business Relationships: Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. <p>(c) Estimated Participation: Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--.html for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.10.	Provide a personnel roster listing the names of the proposed project team and key people who the Respondent will assign to meet the requirements of this RFQ along with the estimated number of weekly hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel.
	B.11.	Provide no more than three detailed case studies including a completed Project Reference Form (RFQ Attachment 6.3.b.) for projects of similar scope and complexity to the services sought by the State in this RFQ. The examples should include current (ongoing) or completed projects (within the past 5 years). List projects starting with the most recent.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 60)</p>
State Use – Evaluator Identification:		

End of Section B

QUALIFICATIONS & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will evaluate and assign one score for all responses to Section C— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items
	C.1.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the services sought under this RFQ, as outlined in RFQ Sections 1.1 through 1.6 (<i>e.g.</i> , prior experience, training, certifications, staffing resources, program and quality management systems, <i>etc.</i>).
	C.2.	Provide a narrative that illustrates how the Respondent will manage the services sought under this RFQ, as outlined in RFQ Sections 1.1 through 1.6, to ensure completion of the scope of services, and accomplish required objectives within the State's schedule.
	C.3.	Describe how the State would benefit from your company's services and expertise. Please provide other information that you think the State should consider in evaluating this proposal.
SCORE (for <u>all</u> Section C—Qualifications & Experience Items above): <i>(maximum possible score = 40)</i>		
State Use – Evaluator Identification:		
State Use – RFQ Coordinator Signature, Printed Name & Date:		

End of Section C

RESPONSE PACKAGE COVER SHEET

Best Value Procurement Option One

for

**Joint Force Headquarters Re-roof and Facility Update
Nashville, Davidson County, Tennessee**

SBC Project No.: 361/067-01-2017

Tennessee Contractor License Information

Any blank spaces may cause Proposal to be unacceptable and rejected.

*Provide contractor license number, expiration date, and classifications for Respondent
as applicable and in accordance with State of Tennessee licensing law.
Provide all names as used for licensing or other legal transactions.*

Respondent

Identification:

Respondent _____

Address _____

Tennessee Contractor License information:

License Number _____

License Classification(s) applicable to Project _____

License expiration date _____ \$(_____)
Dollar Limit

Project Reference Form

Project #

Page 1 of 2

Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
Owner/Agency Name: _____	
Address: _____ City: _____ State: _____ Zip: _____	
Contact Person's Name: _____ Title: _____	
Phone: _____ E-Mail: _____	

Project Information:

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Construction Start Date:	
Construction Completion Date:	
Project Square Footage (New):	
Project Square Footage (Renovation):	
Dollar Value of Construction: \$	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members):	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	

Project Reference Form

Project #

Page 2 of 2

Utilize project reference forms with Section B, Qualifications and Experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	
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A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFQ.

<h1 style="margin: 0;">RFQ</h1> <h2 style="margin: 0;">SCORE SUMMARY MATRIX FORMAT</h2>

	Qualification & Experience Maximum 60 Points						Project Approach Maximum 40 Points						Q&E+PA Maximum 100 Points
Evaluator	1	2	3	4	5	Average	1	2	3	4	5	Average	Total Q&E+PA
Submitting Companies													
Contractor A													
Contractor B													
Contractor C													
Contractor D													
Contractor E													
Contractor F													

The Average of the scores of all evaluators for the Q&E+PA will be totaled, and then the raw scores will be normalized to give the highest raw score the maximum points. The formula is:

$$\left(\frac{\text{Respondent Average Score Total}}{\text{Highest Average Score Total}} \right) \times \text{Maximum Points} = \text{Total Points}$$

Calculations shall result in numbers rounded to two decimal places.

 RFQ Coordinator

 Date